

duration, shall be cause for dismissal. This does not limit the City from taking any other disciplinary action if otherwise justified.

Section 27. Disaster Responsibility

When a significant disaster, as defined by the City Manager, occurs in San Bruno, employees in classifications set forth in Appendix "A" of this Memorandum of Understanding shall report to their work stations for duty; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary and the employee, upon actual knowledge thereof, shall report to work accordingly.

Section 28. Carry Out of Assignments

Employees shall carry out all lawful instructions issued by their supervisor regarding work assignments. If there are any complaints in regard to the work assignment, the employee may exercise the right to use the grievance procedure after the instruction has been carried out.

Section 29. No Strike/Job Action Response

(a) Participation in any job action, as defined in Section 19.1 (12) of this Memorandum of Understanding by an employee pertaining to employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.

(b) The City will make reasonable efforts to avoid obtaining materials, supplies, or equipment from businesses within the City that are the subject of a job action if there are reasonable alternative sources within the cities of Millbrae, San Bruno, or South San Francisco. This will not apply to materials, supplies or equipment which the City is legally required to obtain from a particular source due to competitive bidding requirements or other contractual obligations. In the event that such items are to be picked up at a place of business which is the subject of a job action, the City shall refrain from the use of bargaining unit employees to obtain them if other alternatives are reasonably available. In times of emergency this paragraph will not be applicable. For purposes of this paragraph, "emergency" is defined as an immediate threat to life and property. The Union shall be notified when the "emergency" exception is to be invoked.

Section 30. Part-time Employees

(a) Employees occupying permanent part-time positions shall work such hours and schedules as prescribed by the appointing authority.

(b) Permanent part-time employees assigned to allocated positions shall be entitled to sick leave, family sick leave, and family medical leave pursuant to state and federal laws, bereavement leave; and industrial disability leave and vacation leave in proportion to the number of hours of the work week such employee bears to the number of hours of regular work

week for employees occupying full-time positions.

(c) Permanent part-time employees assigned to allocated positions shall be entitled to holiday pay and accrual of personal leave as outlined in Section 19.7 in proportion to the number of hours their regularly assigned work week bears to the number of hours of the regular work week for employees occupying full-time positions.

(d) Permanent part-time employees assigned to allocated positions who are employed for more than 1040 hours and not less than six months in any 12-month period shall be eligible to participate in the Life Insurance Group Policy.

(e) Permanent part-time employees shall be entitled to medical insurance in accordance with the provisions of Section 20.1 of this Memorandum of Understanding.

(f) All permanent part-time employees in this bargaining unit are included in the City's PERS retirement program for miscellaneous employees.

Section 31. Attendance

Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance, Rules and Regulations, and this Memorandum of Understanding. Notice shall consist of a letter by registered mail delivered to the last known address of the employee. In evaluating whether to discharge an employee for failure to return to duty, the City Manager may consider whether there were extenuating circumstances which prevented the employee from returning to duty within the time required.

Section 32. Tuition and Certification Reimbursement Program

(a) The City will reimburse the employee for the cost of books and tuition at accredited public educational institutions. Upon approval of the employee's department head, the City will also reimburse the cost of tuition and materials for the employee to attend an accredited certification program appropriate to the employee's work. If the course is at a private institution, the approval of the City Manager is required, and the City reserves the right to reimburse only a portion of the tuition.

(b) The courses of instruction taken by the employee must be job related or taken in pursuit of a degree and the employee must have obtained the prior approval of the department head and the City Manager, if appropriate, prior to taking the course in order to be entitled to reimbursement.

(c) The employee must receive a passing grade in order to receive reimbursement.

(d) Reimbursement will be made upon submission to the City of written evidence that the employee obtained a passing grade in the approved course.